

**CEYLON PETROLEUM STORAGE TERMINALS LIMITED**

**National Competitive Bidding**

**BIDDING DOCUMENT**

**SALE OF SLUDGE(ANNUAL CONTRACT)  
AT OIL INSTALLATION KOLONNAWA**

**TENDER NO: KPR/18/2022**

**PROCUREMENT FUNCTION**

**CEYLON PETROLEUM STORAGE TERMINALS LTD**

**1<sup>ST</sup> FLOOR, NEW BUILDING**

**OIL INSTALLATION**

**KOLONNAWA, WELLAMPITIYA**

**TEL/FAX : 011-2572155 / 5750764**

**TEL : 011-5750764**

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# **1. INSTRUCTIONS TO BIDDERS (ITB)**

## **1.1 INTRODUCTION**

The Chairman, Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited (CPSTL), Oil Installation, Kolonnawa, Wellampitiya, will receive sealed Bids for the **“SALE OF SLUDGE – ANNUAL CONTRACT AT OIL INSTALLATION KOLONNAWA”** *from registered companies / parties under Central Environmental Authority (CEA), Marine Environmental Protection Authority (MEPA) or a similar body for Petroleum Sludge collection and disposal conforming to the Terms & Conditions given under these Instructions to Bidders.*

Expected work comprises disposal of Sludge when there is a spillage or when the temporary sludge storage tank is filled.

**The quantity of sludge mentioned in this bidding document is expected value for a period of one year and it may vary depending on the requirement of the CPSTL.**

**CPSTL is not bound to provide the specified quantity of sludge under any circumstances.**

**Bidding document consists of the following:**

- Instructions to Bidders
- Terms & Conditions
- Schedule of Prices - Annexure ‘A’
- Form of Bid - Annexure ‘B’
- Form of Bid Security - Annexure ‘C’
- Form of Performance Security - Annexure ‘D’
- Form of Agreement - Annexure ‘E’

## **1.2 DOCUMENTS & DETAILS TO ACCOMPANY BID**

All Bids shall contain adequate particulars in respect of the services offered.

Failure to furnish the following documents and details along with the Bid shall result the bid being rejected.

- Schedule of Prices - Annexure ‘A’ duly completed and signed.

- Form of Bid - Annexure ‘B’ duly completed and signed.
- Bid Security - Annexure ‘C’
- Proof documents for Registration under CEA, MEPA or a similar body for Petroleum Sludge collection and disposal.
- List of successfully completed/ongoing similar works/assignments/contracts within last five years.
- Detail Description for
  - Method of removal and disposal of Sludge

### **1.3 PRE BID MEETING AND SITE INSPECTION**

Bidders are requested to inspect the places where sludge can be generated or temporary stored at Oil Installation, Kolonnawa and satisfy themselves with regard to the conditions prior to submitting their Bids. **Pre Bid Meeting and Site inspection is encouraged prior to submit the bid** and no complaints whatsoever will be entertained once the bids are being opened. The quantity of sludge given in the Price Schedule is approximate and sale of sludge will be on actual quantity of sludge disposed.

Pre bid meeting and site visit will be held at 1000 hrs on **26.05.2022** at the Premises and Engineering Services function of CPSTL.

### **1.4 SUBMISSION OF BIDS**

The offer should be legibly written / typed in the space provided in the attached schedule of prices and submitted in duplicate along with the annexed form of bid duly signed by the bidder. The rates submitted in the original, is taken as the bid price.

Sealed bids should be deposited in the Tender box provided at the office of the Manager (Procurement), Procurement Function, 01<sup>st</sup> Floor, New Building, Kolonnawa, Wellampitiya or sent under registered cover to reach Procurement Function **before 1400hrs on 07.06.2022.**

Top of the left hand corner of the envelope should be marked “**SALE OF SLUDGE – ANNUAL CONTRACT AT OIL INSTALLATION KOLONNAWA Closing Date 07.06.2022 at 1400hrs**”

### **1.5 CLOSING / OPENING OF BIDS**

Bids will be closed at 1400 hrs on **07.06.2022** and opened immediately thereafter at the Office of Manager (Procurement). Bidder or his duly authorized representative/s may be present at the opening of Bids.

Bids received after the closing time will not be opened and returned to the respective bidders.

## **1.6 BID SECURITY**

The Bid should be accompanied by a Bid Security undertaking that, the offer will be held valid for the specified period and that the offer will not be withdrawn during that period. Such Security shall be in the form of a Bank Draft or a Bank Guarantee issued by a recognized Bank operating in Sri Lanka under the valid license issued by the Monetary Board of Sri Lanka (Central Bank), and payable to the Ceylon Petroleum Storage Terminals Limited, equivalent in value to Sri Lankan Rupees Six hundred (**LKR 5,000.00 only**). The Bid Security shall be valid up to **23.08.2022** and should be in accordance with the specimen **Annexure “D”** or a cash deposit at CPSTL.

Failure to submit the Bid Security at the time or before the closing of the Bid in accordance with the said requirements will result in the Bid being rejected. Bid Securities of the unsuccessful Bidders will be returned to them only on receipt of Performance Security from the successful Bidder.

## 2.0 TERMS & CONDITIONS

### 2.1 SCHEDULE OF PRICES

Bidder shall provide the prices according to the prescribed form of Schedule of Prices marked –“Annexure –A”. VAT, or any other **Government levies are to be paid by the Bidder.**

Offers not on the prescribed form and not in the manner required are liable for rejection.

### 2.2 MINIMUM VALIDITY PERIOD OF BIDS

(a) All offers shall be valid up to 26.07.2022.

(b) All prices indicated in the schedule of prices shall be firm and shall not be subject to any price variation within the validity period of offer specified in (a) above

(c) On acceptance of the offer within the period of validity, if required the validity of offer should be extended for the purposes of issue of purchase order and other required documentation.

Bids that do not comply with the above requirements will be rejected.

### 2.3 SCOPE OF THE CONTRACT

1. Definition of SLUDGE: SLUDGE is the entire amount of semi solid substance available at the storage tank or the certain location. It may contain oil, water, mud and certain impurities. The **entire** semi solid matter (matter which can be removed by pumping) to be removed by the contractor.
2. Sludge is stored at a temporary storage and to be removed once in 04 months.
3. **Any sludge generated due to accidental leakage or spillage to be removed by the contractor at the same rate offered. In that case the amount / quality of sludge may be vary.**
4. **The quantity of sludge mentioned in this bidding document is expected value for a period of one year and it may vary depending on the requirement of the CPSTL. CPSTL is not bound to provide the specified quantity of sludge under any circumstances.**

5. Contractor is totally responsible for disposed the sludge in the **exact method** stated at the contract.
6. Bidder should be considered of the composition of Sludge before bidding. Water, mud and other impurity content should be considered when valuing the price of Sludge.
7. **NO draining facility for separation of water during Sludge removal will be provided/ allowed by CPSTL within the Oil Installation.**
8. Removal and transportation of Sludge should be arranged by the Contractor. No supplementary services will be provided by CPSTL for the removal of Sludge.
9. The temporary storage such as barrels, polythene bags, ICB tanks has to be arranged by the contractor.
10. Supply of all direct requirements of field materials such as fuel, lubrication oil etc. are to be arranged by the contractor.
11. Contractor shall obtain **prior approval** of Manager (Premises and Engineering Services), Oil Installation, Kolonnawa for the **Methodology and any Chemical** or other material used for above operations.
12. Sludge should not be burnt in the open environment or not be disposed into water ways or at a site where it is likely to enter into a water body, and natural environment likely to affect soil, natural habitats, forest, sensitive eco-systems etc.(Bidder shall submit a letter specify the disposal method)
13. Metered electricity and water for the job only would be supplied by CPSTL and cost of connection and consumption to be recovered from the contractor. However, contractor shall arrange necessary power extension codes and hoses from CPSTL power supply and water supply termination points.
14. Required Personnel Protective Equipment (Overall, Gum boots, goggles, gloves, masks, respirators and safety helmets) should be arranged by the contractor
15. The work should be commenced within **two(02) days** after informed by the Manager (Premises and Engineering Services) and should be completed within **three (3) days or as specified** (Pl. refer clause 2.11)
16. Sludge is stored at a temporary storage and to be removed once in 04 months.
17. The surrounding areas should not be spoiled or polluted during the entire process and should be carried out in an environmentally safe and nuisance free manner.
18. Site cleaning, should be done at the completion of the job
19. Any quality certificate will not be issued for Sludge by CPSTL.

20. Bidder will have to consider at the time of bidding any delays and restrictions that would be caused by **adhering to security and Fire & safety regulations of the Ceylon Petroleum Storage Terminals Limited (CPSTL)**.
21. Payment shall be made to CPSTL prior to removal of sludge from the Oil Installation
22. Normal working hours will be 7.30 AM to 16.45 PM working on extra hours and working on holidays will be on special approval.

## 2.4 PERIOD OF CONTRACT

The **Sale of sludge – Annual contract at Oil installation Kolonnawa**, shall be for a period of one year.

The work should be commenced within **two (02) days** after informed by the Manager (Premises and Engineering Services) and should be completed within **three (3) days or as specified**(Pl. refer clause 2.12)

## 2.5 PERFORMANCE SECURITY

The successful Bidder, on being notified by the Ceylon Petroleum Storage Terminals Limited of the acceptance of his Bid, shall within fourteen (14) days of such notification, furnish at his own expense a Performance Security through a recognized bank in operating in Sri Lanka under the valid license issued by the Monetary Board of Sri Lanka (Central Bank), for a sum equivalent to 05% of the total Bid Price of the accepted Bid. The Performance Security shall be in accordance and in the form given in **Annexure – E**

The successful Bidder in the event of failure to furnish the Performance Security as required, shall be liable for any losses, costs, expenses, damages and environmental damages whatsoever, CPSTL, may sustain the right in consequence of such failure, the Bid Security be forfeited.

The Sales Order will be issued only after the receipt of the Performance Security. The Performance Security shall be in favor of Ceylon Petroleum Storage Terminals Limited and shall be valid for a period of not less than 365 days from the date of confirmation of the order.

The Performance Security of the successful Bidder will be released only after the satisfactory removal of Sludge within the stipulated time period (1 year).

## 2.6 EVALUATION CRITERIA OF BIDS

The Bid should be submitted with the complete Bidding document along with the Schedule of Price, Declaration Form, Form of Bid Security, and Form of Performance Security. Bids which are not according to the CPSTL bidding conditions may be rejected. Evaluation will be done upon by assessing the price schedule which is submitted by the bidder.

## 2.7 INSURANCE COVER

Due care to be taken to avoid any damages to pipelines, tanks and other properties of CPSTL and the Bidder to take an insurance cover to the value Rs. 2 million The Bidder shall arrange insurance cover for any possible damages for his staff, machinery and



equipment etc. at his own expense. Bidder shall indemnify CPSTL from any such damages if occurred.

## **2.8 PAYMENT TERMS**

The payment for removal of Sludge should be made to the CPSTL by the Contractor for the collected volume of Sludge (jointly measured by CPSTL and the Contractor) prior to removal from Oil Installation Kolonnawa and when the removal of Sludge is made by the Contractor.

## **2.9 POWER TO ACCEPT OR REJECT OFFERS**

Ceylon Petroleum Storage Terminals Limited will not be bound to make the award to the Bidder submitting the highest rate/offer for sale of sludge.

The Ceylon Petroleum Storage Terminals Limited reserves the right to reject any or all Bids, without adducing any reasons and furthermore reserves its sole right to sell or otherwise dispose Sludge which are not removed and assign unattended work within the stipulated time period (1 year) and forfeit the Performance Security of those Bidders.

## **2.10 CORRECTION OF ERRORS**

- (a) Where there is a discrepancy between the amount in figures and in words, the amount in words will govern ; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity.
  - 1) The unit rate as quoted will govern
  - 2) Unless in the opinion of the Procurement Committee / TEC there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will be corrected.
- (c) The amount stated in the Bidding Document shall be adjusted in accordance with the above procedure with the concurrence of the bidder shall be considered as binding upon the Tender. If the bidder does not accept the corrected amount of bid, his bid will be rejected.

## **2.11 DELAYS IN COMPLETION**

Where the Contractor does not complete the entire work in due time, in accordance with the stipulated and agreed time for completion, as given in the bidding document, the Contractor shall when require by CPSTL be bound to complete the entire work as may be necessary immediately by CPSTL by making suitable arrangements.

Should the Contractor does not complete the entire work in the manner aforesaid, CPSTL shall have the right to make suitable alternate arrangements without any notice to the

Contractor for the required work and to claim from the Contractor, the additional expenses thereby incurred by CPSTL.

## **2.12 LIQUIDATED DAMAGES**

If the contractor fails to complete the work within the intended completion date, the contractor's only liability to the employer for such failure shall be to pay the Rs.1000per day subjected to maximum of 10% from the initial contract price.

In case of such LD being imposed by CPSTL and such LD may be deducted from the performance security.

However, CPSTL reserves the right to cancel the award of the tender, if the total work is not completed within the time for completion agreed by the Contractor without any reasonable proven reason to CPSTL or at the reach the maximum LD of 10 %of total item value of the order.

## **2.13 DEFAULTS BY CONTRACTOR**

If for any reason, in the opinion of CPSTL, the Contractor becomes incapable or unable to complete the entire work offered in his bid, CPSTL shall have the right to obtain such work from other sources without being liable in any manner whatsoever, to the Contractor .

If the Contractor, defaults in the supply or otherwise commits a breach of any of the provisions in the contract with CPSTL, for the completion of work according to the specifications, he shall be liable to pay CPSTL, all losses, damages and expenses incurred by CPSTL, in consequence of such default or breach .

The Contractor in these circumstances shall also render himself liable to be placed in the list of defaulting Contractors and be precluded from having any concern in CPSTL bids.

## **2.14 FORCE MAJEURE**

Contractor or CPSTL shall not be responsible for any delay or failure hereunder resulting from causes beyond their control including but not being only restricted, to acts of god, fires, explosions, flood, earthquakes, wind storms, national strikes, national riots national walk-outs, national boycotts, wars, laws, regulations or acts of any government or from other cause beyond contractor's control and which by the exercise of due diligence contractor or CPSTL is unable to prevent.

## **2.15. DISPUTES**

Any dispute of whatever nature arising from, out of or in connection with this agreement on the interpretation thereof, or the right, duties, obligations or liabilities of any party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall

be settled in accordance with the provisions of law governing like disputes and triable by court of law of the Democratic Socialist Republic of Sri Lanka.

## **2.16 ANY OTHER INFORMATION**

Any other information or clarifications required could be obtained from the Manager (Procurement) 01<sup>st</sup> Floor, New Building, Oil Installation, Kolonnawa, Wellampitiya.

Telephone / Fax : 0094-11-2572156 / 2572155

**Manager (Procurement)**  
**CEYLON PETROLEUM STORAGE TERMINALS LTD**  
**Procurement Function**  
**01<sup>st</sup> Floor, New Building,**  
**Oil Installation**  
**Kolonnawa**  
**Wellampitiya**

**SCHEDULE OF PRICES**

**Annexure A**

<b>Item Description</b>	<b>QTY (Ltr)</b>	<b>Cost per Ltr (With 8% VAT)</b>	<b>Total cost (With 8% VAT)</b>
Sale of Sludge Annual contract	15000		
Total			

**Price per liter (with VAT) in words:**

.....

**Total amount in words (with VAT)**

.....

If VAT Applicable, VAT Registration No. :.....

Name of Bidder :.....

Tel. No/ FAX :.....

Signature :.....

Date :.....

The Chairman  
Department Procurement Committee  
C/o Procurement Manager  
Procurement Function  
Ceylon Petroleum Storage Terminals Limited Oil Installation  
01<sup>st</sup> Floor, New Building, Oil Installation,  
Kolonnawa,  
Wellampitiya

Dear Sir,

**BID FOR THE SALE OF SLUDGE - ANNUAL CONTRACT AT OIL INSTALLATION KOLONNAWA**

**BID NO: KPR/18/2022**

- A-1** Having familiarized ourselves with the formal request for Terms & Conditions of the tender for the **SALE OF SLUDGE - ANNUAL CONTRACT AT OIL INSTALLATION KOLONNAWA**” referred to therein, I/we offer to complete the whole of said contract/ services in conformity with the said document
- A-2** Unless & until a formal agreement is engrossed & executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.
- A-3** I/We understand that you are not bound to accept the highest evaluated tender or any other bid that you may receive.
- A-4** The tender I/we am/are offering is complete and fulfills the requirements discussed in the bidding document.
- A-5** I/We agree to abide by this bid **until 26.07.2022** conditions and prices quoted shall remain binding upon us and may be accepted at any time before the expiration of the period.
- A-6** I/We undertake to conform to all the terms & conditions in the said tender & the schedule within the time specified.

**A-7** I/We declare that I/we commit to obtain a bid security in accordance with clause 07 & have perused the format of bid security (in case of a bank guarantee) contained in Form “D” and confirm our compliance with the said security in the event of award of tender.

**A-8** I/We affirm that the sludge will be disposed within 5 days from the date of full payment of the tender.

**A-9** If our bid is accepted, we commit to accept the clause 2.7; Mode of payment.

**A-10** I/We offer the price per liter of Rs.....*[insert price per liter in figures]*with total Rs.....*[insert total price in words]*for the **SALE OF SLUDGE - ANNUAL CONTRACT AT OIL INSTALLATION KOLONNAWA**” as detailed out in this tender document and details of the total price is as given in the schedule of prices **Annexure – A**

**A-11** I/We am/are fully aware that the acceptance or rejection of any tender will be at the sole discretion of the Department Procurement Committee, Ceylon Petroleum Storage Terminals Limited.

Dated this ..... day of .....2022.

Signed *[insert signature of authorized representative]*.....

In the Capacity of *[insert title of authorized representative]*.....

Name *[insert printed or typed name of authorized representative]*  
.....

Duly authorized to sign the bid for and on behalf of *[insert the name of the authorizing entity]*.....  
.....

Address*[insert the address of the authorizing entity]*:  
.....  
.....  
.....

**Company Seal (Rubber Stamp)**

DRAFT

**FORM OF BID SECURITY**

**Annexure – “C”**

**BOND NUMBER :.....**

**DATE :.....**

**SUM GUARANTEED :.....**

To :

Chairman  
Ceylon Petroleum Storage Terminals Limited  
C/o Procurement Manager  
1<sup>st</sup> Floor, New Building  
Oil Installation  
Kolonnawa  
Wellampitiya.

Dear Sir,

By this Bond we..... (hereinafter called “the Bidder”) and we .....(name of Bank) whose registered office is at .....(hereinafter called “the Surety”) are held and firmly bound into .....(hereinafter called “the Authority”) in the sum of .....for the payment of which sum the Bidder and the Surety bind themselves their successors and assigns jointly and severally by these present.

Whereas the Authority has invited the Bidder and other persons to complete assignment in similar terms for the supply of .....and works associated (hereinafter called “the Tender”) in accordance with such invitation, the Bond shall provide security to the Authority that the Tenderer will honor certain obligations to be undertaken by him in the Tender in accordance with the following conditions.

Now the Conditions of this Bond are :

- (a) that it shall remain in full force and effect until the earliest of
- (i) from **07.06.2022** up to **23.08.2022** the date stipulated by the Authority for the submission of Bids, or any prolongation of such date above notified to the Authority by the Bidder and the Surety in writing:
- (ii) In the event of the Tender by the Authority, the date upon which the Tender provides a performance security to the Authority in accordance with the terms of the contract thereby made between them, or
- (iii) In the event of acceptance of the Authority of a tender for the work from a third party the date upon which such third party provides the relevant performance security.



- (b) Subject to this Bond being in full force and effect, the Surety shall pay the full amount specified in this Bond upon receipt of first written demand from the Authority stating that
  - (i) the Bidder has withdrawn his Bid during the Bidding period, or
  - (ii) the Bidder has failed to provide a performance security to the Authority in accordance with the terms of the contract between them upon acceptance of the Bid.

No alteration in the terms of the Bidder, nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Tender on the part of the Authority, nor any objection from the tenderer shall in any way release the Surety from any liability under this Bond.

The benefit of this Bond shall not be assignable by the Authority and upon its ceasing to be in full force and effect the Authority shall return the same to the Bidder.

This Bond shall be governed by the laws of Sri Lanka.

I executed as a Date this ( ) day of ( ) 2022( )

For and on behalf of the Bidder.....for and on behalf of the Surety.....  
.....

Signed by..... Signed by.....

In the capacity of ..... In the capacity of .....

And by..... And by.....

In the capacity of..... In the capacity of .....

Seal (where applicable)

Seal (where applicable)

**FORM OF PERFORMANCE SECURITY**

**ANNEXURE :D**

**BOND NUMBER :**.....

**DATE :**.....

**SUM GUARANTEED :**.....

To :

Chairman  
Ceylon Petroleum Storage Terminals Limited  
C/o Procurement Manager  
1<sup>st</sup> Floor, New Building  
Oil Installation  
Kolonnawa  
Wellampitiya.

Dear Sir,

Whereas.....

.....(name and address of contractor) Thereinafter called “the contractor” has undertaken , in pursuance of contract no.....dated.....to execute .....(name of contract) [Thereinafter called “the contract”]

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank operating in Sri Lanka under the valid license issued by the monetary board of Sri Lanka (Central Bank) for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

And whereas we have agreed to give Contractor such a Bank Guarantee. Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of .....(amount of Guarantee).....(amount in words), such sum being payable in the type and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument , any sum or sums within the limits of

.....(Amount of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

**Contd.....02**

-02-

We further agree that no change or addition to or other medication of terms of the contract or of the works to be performed there under or of any of the contract document which may be made between you and the

Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice or any such change, addition or modification.

This Guarantee shall be valid for a period not less than Three Hundred and sixty five (365) days from the date of confirmation of the tender for the sale of Sludge

Signature and Seal of the Guarantor : .....

Name of the Bank : .....

Address of the Bank : .....

Date : .....

Witness : .....

## FORM OF AGREEMENT

Annexure- 'E'

CONTRACT AGREEMENT BETWEEN CEYLON PETROLEUM STORAGE TERMINALS LIMITED (CPSTL) AND M/s.-----FOR **SALE OF SLUDGE – ANNUAL CONTRACT AT OIL INSTALLATION KOLONNAWA**- TENDER REF NO: KPR/XX/2022

This contract agreement is made and entered into this ----- between the Ceylon Petroleum Storage Terminals Limited incorporated under the provisions of the conversion of public corporation or Government owned business undertaking into public companies Act No. 23 of 1987 and Companies Act No.07 of 2007, having its registered office at Oil Installation, Kolonnawa, Sri Lanka (*hereinafter called and referred to as the “CPSTL” which terms of expression as herein used shall where this context so requires and admits mean & include the said Ceylon Petroleum Storage Terminals Limited & its successors & assigns*) as one part and M/s ----- (*hereinafter called the “Service Provider” which terms of expression as herein used shall where this context so requires and admits mean & include the said M/s ----- & its successors & assigns*) as the other part.

WHEREAS CPSTL invited bids for **SALE OF SLUDGE – ANNUAL CONTRACT AT OIL INSTALLATION** the Tender Ref No: **KPR/18/2022**(*hereinafter called and referred to as “the Contract”*) and has accepted a bid by the Service Provider for the supply of such Contract in the total sum of **Rs.xxxxxxx+ VAT (Rs.xxxxxx)** (*hereinafter called and referred to as “the Contract Price”*), and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the CPSTL and the Service Provider , and each shall be read and construed as an integral part of the Contract:
  - i. This Contract agreement
  - ii. Contract Data
  - iii. Conditions of Contract
  - iv. Technical Requirements [including Schedule of Price and Scope of Contract]
  - v. The Service Provider’s Bid and original Price Schedules
  - vi. The CPSTL’s Notification of Award
  - vii. Clarification and responses of bid
  - viii. Negotiation memo (if any)

**Cont.**

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the CPSTL to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the CPSTL to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The CPSTL hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Total Premium as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above

**For and on behalf of the Service Provider**

**For and on behalf of CPSTL**

.....

.....

Authorized Signature of the Service Provider  
(COMMON SEAL)

Authorized Signature of CPSTL  
(COMMON SEAL)

In the presences of witness:

1. Name & NIC No : .....

Signature : .....

Address : .....

2. Name & NIC No : .....

Signature : .....

Address : .....